

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM395165

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
INOF Asset Acquisition, LLC		07/19/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MidCountry Bank		
<b>Street Address:</b>	7825 Washington Avenue South, Suite 120		
<b>City:</b>	Bloomington		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55439		
<b>Entity Type:</b>	federal savings bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76506272	INNO-FLEX CORPORATION	
<b>Serial Number:</b>	76506656	INNO-FLEX	
<b>Serial Number:</b>	78238051	CONTROL INTERFACE SOLUTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6512240550		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	651-224-0244		
<b>Email:</b>	kolson@christoffellaw.com		
<b>Correspondent Name:</b>	Karen Olson		
<b>Address Line 1:</b>	444 Cedar Street		
<b>Address Line 2:</b>	1111 UBS Plaza		
<b>Address Line 4:</b>	St. Paul, MINNESOTA 55101-2129		
<b>NAME OF SUBMITTER:</b>	Karen Olson		
<b>SIGNATURE:</b>	/Karen Olson/		
<b>DATE SIGNED:</b>	08/16/2016		
<b>Total Attachments: 3</b>			
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## **GRANT OF SECURITY INTEREST IN TRADEMARKS**

WHEREAS, INOF ASSET ACQUISITION, LLC, a Delaware limited liability company ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, set forth on Schedule A attached hereto; and

WHEREAS, MidCountry Bank, a federal savings bank (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of that certain Security Agreement, dated as of July 14, 2016, between the Grantor and the Grantee (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Security Agreement) of the Marks, (iii) all of the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

*[signature page to follow]*

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Security Agreement.

**GRANTOR:**

**INOF ASSET ACQUISITION, LLC,**  
a Delaware limited liability company

By: 

Name: Loren A. Unterseher

Title: President

**GRANTEE:**

**MidCountry Bank,**  
a federal savings bank

By: 

Name: Daniel Weninger

Title: Vice President

Signature Page - Grant of Security Interest in Trademarks

*Ko/2258.17-Trademark Grant*

### **Schedule A – Trademarks**

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration Number</u>	<u>Jurisdiction</u>
Inno-Flex Corporation	76506272	2890876	United States
Inno-Flex	76506656	3169083	United States
Control Interface Solution	78238051	2924540	United States